

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

PIPELINE INDUSTRY BENEFIT FUND,)
PIPELINE INDUSTRY PENSION FUND,)
AND LOCAL 798 TRAINING CENTER;)
AND PIPELINERS LOCAL UNION 798,)

Plaintiffs,)

vs.)

Case No. 05-CV-618-GKF-FHM

S&S TRENCHING AND CONSTRUCTION)
INC., KENNETH SAUNDERS, AND DAVID)
SAUNDERS,)

Defendants.)

ORDER

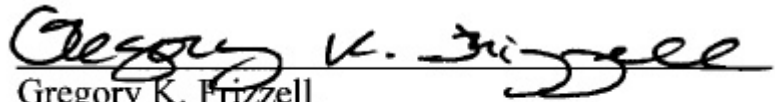
Before the court is the Motion for Partial Summary Judgment of plaintiffs Pipeline Industry Benefit Fund, Pipeline Industry Pension Fund, Local 798 Training Center, and Pipeliners Local Union 798.

Upon review of the motion and exhibits submitted therewith, it is clear that most of the National Pipeline Agreement was not attached to the motion. Specifically, Exhibit 5 goes only to page 22 although the index indicates the Agreement is sixty four (64) pages long. More to the point, the motion specifically references portions of the agreement which the index indicates are found on pages not submitted to the court.¹ In addition, defendants specifically dispute the material facts set forth in Paragraph 10 of plaintiffs' motion, wherein plaintiffs reference requirements contained in the terms of the National Pipeline Agreement. In the absence of the

¹ For example, movants reference Article XXII of the National Pipe Line Agreement, which begins on page 27. As another example, movants refer in Paragraph 12 of its Statement of Uncontroverted Material Facts to the "express terms of the Agreement" regarding termination of the Agreement, but fail to include the article on "Effective Date, Termination and Renewal" (Article XXIX) which begins on page 31.

complete Agreement, or at least all the relevant portions thereof, it appears impossible for the court to evaluate whether the Agreement requires a contractor to provide the documents as plaintiffs contend.²

WHEREFORE, for the reasons set forth above, plaintiffs' Motion for Partial Summary Judgment (Doc. #41) must be denied.


Gregory K. Frizzell
United States District Judge
Northern District of Oklahoma

²Given the length of the Agreement, plaintiffs should make reference in future filings with this court to the specific page(s) on which the requirements may be found.